UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES ATLANTA BRANCH OFFICE

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES LOCAL 478 (LT PRODUCTIONS, LLC)¹

and

CASE 15-CB-5827

MARK WEBER, an Individual

Andrea Wilkes, Esq. and Lindsy Lee, Esq., for the General Counsel.

John Shepherd, Esq., for the Respondent.

DECISION

Statement of the Case

MARGARET G. BRAKEBUSCH, Administrative Law Judge. This case was tried in New Orleans, Louisiana, on December 7 and 8, 2009. The charge was filed by Mark Weber (Weber) on December 12, 2008. The first amended charge was filed by Weber on January 23, 2009, and the second amended charge was filed by Weber on March 11, 2009.

The complaint alleges that during a period between June 16, 2008, and July 1, 2008, agents of International Alliance of Theatrical Stage Employees Local 478 (referred to in this decision as either Respondent or Local 478) engaged in conduct toward Weber and Eric Moorman (Moorman) violating Section 8(b)(1)(a) of the National Labor Relations Act (the Act.) The complaint alleges that such conduct included threats of expulsion from the International Alliance of Theatrical Stage Employees (IATSE), a refusal to issue Weber and Moorman a work permit to work for LT Productions, LLC, (the Employer) denial of membership in Local 478, and threats of retaliatory legal action if Weber and Moorman did not refuse to work for the Employer. The complaint also alleges that Local 478 requested the Employer to withdraw its offers of employment to Weber and Moorman and that Local 478 caused the Employer to withdraw its offer of employment to Weber and Moorman in violation of Section 8(b)(2) of the Act.

¹ The name of the Employer was amended at hearing.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

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Findings of Fact

I. Jurisdiction

LT Productions, LLC (Employer) is a limited liability company with an office and jobsite in New Orleans, Louisiana, where it was engaged in filming and producing a motion picture entitled "Bad Lieutenant." During a 12-month period prior to the issuance of this complaint, the Employer, in conducting its operations described above in paragraph 2, derived gross revenues in excess of \$100,000. During the 12-month period prior to the issuance of the complaint, the Employer, in conducting its operations purchased and received at its New Orleans, Louisiana, jobsite, goods valued in excess of \$50,000 directly from points outside the State of Louisiana. Respondent admits, and I find, that the LT Productions, LLC is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7). Respondent admits, and I find, that it is a labor organization within the meaning of Section 2(5) of the Act.

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II. Alleged Unfair Labor Practices

A. Background

1. Local 478's officers and jurisdiction

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Local 478 is located in New Orleans, Louisiana. Michael James McHugh (McHugh) has served as Local 478's business agent since March 2005. He has been a member of Local 478 since 1997. McHugh's responsibilities include securing contracts with film makers, finding jobs for Local 478's members, helping motion picture and television productions to find employees, enforcing the contract, enforcing Local 478's constitution and IATSE's International constitution, and otherwise running Local 478's business office. Phil Salvatore LoCicero (LoCicero) has been president of Local 478 for 15 years. Members of Local 478 do all the behind-the-camera craft work on film productions including such areas as sound, grip, electrical, carpentry, painting, wardrobe, sound, props, set dressing, and set medic. jurisdiction of Local 478 covers only Louisiana and the southern portion of Mississippi. McHugh testified that when he learns that a particular movie or show is coming into Local 478's jurisdiction, he gives the production company a roster of all members in good standing who have worked in specific crafts and a roster of members who are available for work. McHugh confirmed that while the production company is not obligated to hire from the roster, the company is obligated to give due consideration to hiring from the roster before hiring someone outside the roster. McHugh also gives his members a lead sheet or production report of available jobs.

In addition to Local 478, IATSE has various craft-specific national locals that have jurisdiction from coast to coast and perform some of the same work as Local 478. The

members of the national locals can work almost anywhere in the country without geographic jurisdictional boundaries² as long as they are under contract. The national locals are covered by the Hollywood Basic Agreement. Local 695, a Los Angeles national local, performs sound work throughout the United States.

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Article 21 of IATSE's constitution pertains to the privileges and duties of membership. Section 7 of the Article relates to working privileges and provides the following:

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No member of this Alliance may accept a position without first obtaining a working card from his local union. Such working cards shall confer upon the recipients the privilege to work within the territory over which the issuing local union enjoys jurisdiction.

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All members of this Alliance operating under the Local or Alliance working cards must confine their work directly to that territory over which their particular union enjoys jurisdiction unless permission to work in the jurisdiction of a sister local union be first secured in writing from the local union enjoying such jurisdiction. Any member violating this provision shall be subject to disciplinary action.

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Any member of this Alliance engaging in work in the jurisdiction of any local other than the local union of which he is a member, shall be subject to the rules and laws of the local union within whose jurisdiction he is employed.

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Section 8 of the same Article provides:

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Any member who refuses to withdraw immediately from the jurisdiction of a sister local union when so ordered by the local union of which he is a member shall, upon being found guilty thereof, be subject to fine, suspension, or expulsion.

2. The employer

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Elliott Rosenblatt (Rosenblatt) has been a film producer for 25 years. In describing his responsibilities as a film producer, Rosenblatt testified that he organizes the physical qualities of a show, puts the show together, and delivers the finished product. During 2008, Rosenblatt produced a movie entitled "Bad Lieutenant" for the Employer in New Orleans, Louisiana. Cathy Gesualdo has worked in film production for 25 years. In 2008, she worked as the production manager for the filming of "Bad Lieutenant." In their respective positions, Rosenblatt and Gesualdo hired the crew and supervised the production of the film. These responsibilities also included setting the budget and supervising the day-to-day production of the film.

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McHugh testified that there may be a restriction for the national locals to work in New York.

Through its parent company, New Image Millennium, the Employer was subject to IATSE's Area Standards Agreement in its making of "Bad Lieutenant." Under the agreement, IATSE is required to provide a roster of potential employees to the employer and the employer is obligated to give due consideration to the names on the roster. There is no requirement that obligates the employer to hire a minimum number of employees from the roster. Additionally, there is nothing in the agreement that contractually obligates the employer to use Local 478 as a hiring hall for its employees.

3. The employees in issue

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In the television and motion picture industry, the individual responsible for recording dialogue, extraneous sounds, special effects, and communications for film and television projects is known as a sound mixer. Traditionally, the sound mixer heads the sound department or sound crew for a film project and is responsible for selecting the crew members. The sound crew usually consists of a boom operator and utility worker and may sometimes include a video assistant. The boom operator is responsible for microphone placement on the set as well as wiring actors with radial microphones. The utility person assists both the sound mixer and boom operator and is responsible for laying out the cable. Because the sound mixer is a department head, the sound mixer is usually selected by the director and producer. Although the producer ultimately hires the boom operator, the selection is usually made by the sound mixer. Mark Weber has worked as a sound mixer in the television and motion picture industry for over 30 years. Since 1986, Weber has been a member of IATSE Local 477 based in Miami, Florida. Eric Moorman has worked as a boom operator since 2001 and has been a member of Local 477 since 2004.

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4. Weber and Moorman's work in Louisiana

In the Spring/Summer of 2008, Weber was working as a sound mixer on the movie "I

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Love You, Phillip Morris" (ILYPM). The movie was scheduled to begin in Florida and then to relocate to Louisiana for further filming. Initially Weber was only hired to work on the filming in Florida. Jeff Cannon worked with him as a boom operator and Kyle Weber worked as utility operator. Weber testified that two days before the relocation, the directors and producer of ILYPM asked him if he would be willing to also work on the Louisiana filming of the movie. Weber testified that when he was told that he would be going to Louisiana, he was in a bit of a panic to select a new crew. He began calling other individuals who had worked with him in Florida. He learned that Eric Moorman was already in Louisiana working on a reality show. Moorman agreed to remain in Louisiana and join the production with Weber. With the approval of the producer, Weber hired Moorman as the boom operator and Chris Walker as the utility worker for the Louisiana filming.

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Weber does not dispute the fact that he failed to secure a work permit from Local 478 to work in the local's jurisdiction. Weber contends that because he only received two days' notice before joining the production in Louisiana, he simply did not have time to notify Local 478. He added that he also assumed that he would see the business agent on the production set.

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5. Weber and Moorman are hired for "Bad Lieutenant"

Gesualdo testified that as she was in the process of interviewing members of Local 478 for the various crew positions with "Bad Lieutenant," she was contacted by McHugh; Local 478's business agent. During their conversation, McHugh not only inquired as to whether she had selected anyone for the job of sound mixer; he also asked her if she was familiar with Mark Weber. She was not. He went on to explain that Weber was not part of Local 478 and asked her to continue to consider members of Local 478 for the position. Gesualdo also recalled that McHugh told her that there was a problem with Weber paying his dues.

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Weber testified that while he was working on ILYPM in Louisiana, the Employer contacted him about his working on the "Bad Lieutenant" film. After submitting a resume, Weber spoke with the Gesualdo during the first week of June, 2008. Weber spoke first with Gesualdo and then with producer Rosenblatt in a telephone interview. At the conclusion of the telephone conversation, Gesualdo and Rosenblatt told Weber that they would like to schedule a one-on-one meeting for him with the film's director; Werner Herzog. Weber testified that his meeting with Herzog had gone extremely well. Weber explained that Herzog had just finished a major documentary film and he had used the same equipment package used by Weber. Weber also testified that he hit it off well with Herzog because Herzog's filming style matched the way in which Weber worked on documentaries and feature films. During Weber's pre-hiring interviews, Weber submitted Moorman's name as the boom operator that he would use if hired for the job. Gesualdo recalled that after interviewing Weber, Herzog chose him for the job. After learning of the director's decision, Gesualdo telephoned Weber and offered him the position as sound mixer.

Gesualdo recalled that when she spoke with Weber to offer him the position, she told him about McHugh's statement that Weber needed to pay his dues. Gesualdo told Weber that he should take care of that right away and get back to her as soon as he had done so. Gesualdo recalled that within five minutes of her job offer to Weber, she received a telephone call from McHugh informing her that she could not hire Weber. McHugh told her that the Employer could not hire him because he had not paid his dues and he needed a permit. Gesualdo recalled that she immediately telephoned Weber and told him to take care of obtaining the permit and to do it fast.

6. The events of June 20, 2008

On June 20, 2008, Gesualdo sent an e-mail to Scott Harbinson of the International Union, confirming that she had hired 95 percent of their crew locally. She listed the six sound mixer/boom operator teams that the Employer had interviewed and identified Weber and Moorman as the company's creative choice. Gesualdo also added that both Weber and Moorman were IATSE members who reside in Miami. On the same day, Harbinson responded to Gesualdo's e-mail. He stated that it appeared that she was in compliance with the contractual provision requiring good faith consideration of those individuals referred by the union, particularly noting that she had hired 95 percent of the crew locally. Harbinson added, however, that anyone working in a covered craft residing out of town must be treated as a distant hire under the agreement. He suggested that she contact him if she had any other

questions regarding her obligations under the agreement.

McHugh acknowledged that he received a copy of Gesualdo's e-mail and he also received the e-mail response from Harbinson. Although McHugh denied that he personally spoke with anyone from Local 477 about Weber's working on "Bad Lieutenant," he acknowledged that he forwarded the e-mail to Local 477's president, asking that he forward it to Local 477's business agent. Although LoCicero acknowledged that he spoke with Harbinson about Weber, he could not recall Harbinson's response. He asserted, however, that Harbinson did not tell him to issue a permit to Weber.

Weber recalled that the day following the job offer, he had several telephone conversations with the Employer about his pay rate, Moorman's pay rate, equipment rental rates, housing, per diem, and travel compensation. Weber testified that when he spoke with Gesualdo on June 18, she mentioned that she was getting abusive phone calls from the Respondent in regard to the hiring of Weber and Moorman and that Rosenblatt was refusing to take further calls from Respondent. Weber asserts that he asked Gesualdo if the Respondent's telephone calls would have any affect on his employment. Weber testified that Gesualdo responded "Absolutely not," telling him that he had sterling references and that Herzog was excited about working with him. Following his notice of employment, Weber communicated with the Employer concerning such matters as the script, crew list, telephone numbers, the insurance rider, and other things pertinent to the production. Moorman also received e-mails with crew lists, contact sheets, as well as location scout information and production meeting information. Moorman also spoke with the Employer's accountant and production manager concerning proposed housing, locations, and schedules. Both Rosenblatt and Gesualdo testified that the Employer offered Weber the job.

On June 20, 2008, and approximately four weeks after Weber began working in Louisiana, Weber returned to Miami during a hiatus in the filming of ILYPM. While there, he received an e-mail from McHugh informing Weber that it had come to McHugh's attention that Weber had not completed a dues deduction consent form. McHugh attached a regular deduction and retroactive deduction form for Weber to complete and return to ILYPM. McHugh not only reminded Weber that he was obligated to pay dues to the local in whose jurisdiction that he was working, but also that he had been obligated to request a work permit to work in Local 478's jurisdiction. McHugh also reminded Weber "In the future, if you wish to work on a show in Louisiana please contact this office for the appropriate permit." McHugh asserted that he only learned of Weber and Moorman working on ILYPM a week or two prior to the e-mail and the e-mail was his first contact with Weber about his working on the film.

After receiving the June 20, 2008, e-mail, Weber contacted Gesualdo and told her about the notice from the union and that he was required to obtain the appropriate permit from the Local. Weber testified that Gesualdo assured him that he shouldn't worry about getting the permit. Weber also recalled that Gesualdo told him that because of the earlier telephone calls from Local 478, the Employer had already contacted the Union's southeast regional representative and had been assured that the company had the right to hire whoever they wanted and there should be no problems with Weber's hire.

7. The June 25, 2008 conversation on the production set

During his lunch break on June 25, 2008, Weber received a telephone call from McHugh telling him that he was on the production set and he wanted to meet with him. Weber and Moorman met McHugh at the sound cart on the set. McHugh was accompanied by LoCicero. Moorman was able to hear only a part of Weber's conversation with McHugh and LoCicero. Weber assumed that the meeting concerned his failure to obtain a permit from the Local 478 before working in Louisiana. Weber apologized for not getting the permit, explaining that with all of the last-minute details of getting the show started in Louisiana, he had been unable to call. Weber testified that McHugh assured him that there was no problem with his working on ILYPM and it was not an issue.

Both Weber and Moorman recalled that McHugh and LoCicero then told them that they should do the right thing and not take the "Bad Lieutenant" job. Moorman recalled that the union representatives told them that they should not take the job because there were other sound mixers that would be available during that time period. Moorman understood that because he was a part of Weber's crew, the request pertained to him as well. Weber testified that he told McHugh and LoCicero that if he did not take the job, the production company would bring in Local 695, a Hollywood local to do the sound. Weber testified that when he asked what would happen if he worked the film without the permit, McHugh and LoCicero told him that he and Weber would probably be thrown out of the union. Weber also testified that when he asked what would happen if they withdrew from the union and worked non-union, McHugh and LoCicero replied that they would never get back into the union. Before leaving the set, McHugh and LoCicero asked for Weber's commitment to honor their request to refuse to work the show. Weber told them that he really couldn't give it to them at that time.

McHugh denied that he ever asked Weber not to take the job on "Bad Lieutenant" when he spoke with him on the set of ILYPM. He also denied that he ever told Weber "to do the right thing and not take the job." McHugh denied that he ever called Weber to arrange the meeting. He contended that while he was visiting the set for other reasons, he stopped to introduce himself to Weber. McHugh acknowledged, however, that he had wanted to speak with Weber to find out if he were going to take the job. He also wanted to talk with him about his obligation to complete the dues assessment forms for working on ILYPM. McHugh said that even though he had already sent Weber the e-mail about paying his dues for ILYPM, he wanted to speak with him personally. McHugh testified that the show was ending and he didn't want Weber to leave town before paying the dues he owed.

LoCicero recalled that when he and McHugh met with Weber, Weber apologized for not asking permission to work on ILYPM and Weber assured them that he had just signed a 3 percent dues assessment form. In response to Weber's apology, LoCicero recalled that McHugh responded: "That's fine, but, you know, everybody was working, you would have been granted permission anyway." LoCicero recalled that when Weber told them that he wanted to work on "Bad Lieutenant," they told him that because all of Local 478's sound mixers were available to work, Local 478 could not grant him permission to work on "Bad Lieutenant." LoCicero testified that although he and McHugh unequivocally told Weber that he would not be granted permission to work on "Bad Lieutenant," they did not threaten him or

ask him to leave the state of Louisiana or Local 478's jurisdiction.

8. Weber's additional conversations on June 25, 2008

After speaking with McHugh and LoCicero, Weber telephoned his own Local in Florida and spoke with the Local's secretary-treasurer; George Turkii, and told him that he had been hired for the "Bad Lieutenant." Weber testified that Turkii indicated that there should be no problem in his doing so.

Later in the day on June 25, 2008, Weber received a telephone call from Gesualdo, who reported that she had again spoken with representatives from Local 478. In response to her questions, Weber assured Gesualdo that he was a member in good standing with the Union and that he was in the process of paying assessments. Gesualdo urged him to make sure that he made his assessment payments to the Local as soon as possible.

Not long after the call from Gesualdo, Weber received a telephone call from Greg Kasper; the President of Local 477. Kasper told Weber that the information that he had previously received from Local 477 was "not necessarily true." Kasper told Weber that there was a provision that permitted a union jurisdiction to request a member's home jurisdiction to pull him out of the sister jurisdiction. Kasper further confirmed that if Local 478 requested him to do so, he would have to ask Weber to leave the Louisiana jurisdiction and Weber would have to immediately leave. Weber asked Kasper if he were ordering Weber to leave the jurisdiction. Kasper told him that he was not doing so, however, it could happen. Kasper added that if Weber did not leave the jurisdiction, he could face actions by the union which could extend to expulsion from the union.

9. The events of June 26, 2008

Local 478 submitted into evidence an e-mail from Fred Moyse; Local 477's business agent to McHugh. In the e-mail dated June 26, 2008, Moyse includes: "Sorry to hear that this has become an issue. I spoke with Mr. Weber on Friday p.m. assured him he must (1) get your permission to work in your area, and (2) pay all dues appropriate to your local. If this issue remains unresolved other than a short period, please advise me."

10. The events of June 27, 2008

Weber testified that on the following Friday, he had a telephone conversation with McHugh that he described as cordial. Weber recalled that during the conversation, he tried to plead his case as best as he could. Weber argued that there was nothing to be gained by the Local's blocking Moorman and him from working on the film. If the crew came in from the California local, Local 478 would lose their assessment contributions. He also argued that he was a member of a sister local. Weber recalled that McHugh told him that he made a good point and that he would take his comments into consideration. McHugh told Weber that after speaking with LoCicero, he would talk with Weber again on Monday morning.

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11. The events of June 29, 2008

The following Saturday, after obtaining the International Union's telephone number from the production company, Weber telephoned Scott Harbinson with the International Union. Weber testified that Harbinson said that he would contact the Local on behalf of Weber and Moorman to see if he "could smooth the waters." Harbinson also clarified, however, that the International could not get involved in the affairs of the Local.

12. Gesualdo and Rosenblatt's conversation with McHugh

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Although Gesualdo did not identify a date of the conversation, she recalled that both she and Rosenblatt had a conference call with McHugh about hiring Weber. Gesualdo recalled that she and Rosenblatt did not understand why Weber couldn't work on their film when he was already working on a film in New Orleans. McHugh stated in the conversation that the Employer was supposed to hire members of Local 478. Gesualdo testified that she was unaware that the Area Standards Contract did not require her to hire members of Local 478. She also confirmed that she was unaware that there was a union rule that prohibited members from working outside the jurisdiction without permission of the local in whose jurisdiction they were working. She explained that she simply took McHugh's word for the union rules because he was the head of the union. Gesualdo testified that McHugh said that the Employer couldn't hire Weber and McHugh wouldn't give him a permit and she concluded "that was that." She also explained that she assumed that because Weber was working on ILYPM, he had obtained a permit to work on that film.

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13. The events of June 29, 2008

The following Monday, Weber was scheduled to attend a production meeting for "Bad Lieutenant." When Gesualdo told him that he should get things smoothed out with the Union, Weber began trying to reach McHugh. Weber telephoned Gesualdo and told her that he would not be able to speak with McHugh until Tuesday. Gesualdo told him that rather than attending "tech scout, "... he should stay behind and work things out with Local 478 and then join tech scout as soon as possible." "Tech scout" is the procedure in which the department heads tour the filming sites to evaluate coordination problems.

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14. The events of July 1, 2008

On Tuesday, July 1, 2008, Weber again tried to reach McHugh. He testified that he also received telephone calls from Gesualdo and Herzog, inquiring as to how things were going with Local 478. Around noon, Weber and Moorman went to the union hall and spoke with McHugh and LoCicero. Weber reiterated his argument that nothing would be gained by preventing Moorman and him from working on the film because otherwise the Los Angeles crew would be brought in to do the job. Moorman recalled that the representatives told them that they would not give them a permit for the film because they were taking job opportunities away from local Louisiana sound mixers. Weber recalled that although he asked if they could transfer into the Local and work as Local 478 members, he received a "blanket no." When Weber told McHugh and LoCicero that they were exposing the Local to legal liabilities, LoCicero responded that the conversation was ended. He told Weber that if he wanted to sue

Local 478, he would give him their attorney's business card. LoCicero handed him the card and said that if he took any action against the Local 478, they would have him thrown out of the union. Moorman also recalled that one of the representatives asked Weber if he wanted to work on low-budget independent films for the rest of his life.

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McHugh acknowledged that Weber and Moorman came to the union hall to discuss their working on "Bad lieutenant." McHugh recalled that when Weber asked if they could work on the movie, he and LoCicero told them that Local 478 would not issue a permit for them to do so. McHugh denied that there was any discussion with Weber and Moorman about possible consequences if Weber and Moorman worked the movie without the permit or that there was any discussion about potential legal action. McHugh acknowledged, however, that he told them that under the constitution, Local 478 would contact Local 477 and ask that Weber and Moorman be removed from Local 478's jurisdiction. McHugh denied that the subject of expulsion was ever discussed in the meeting. McHugh acknowledged that when Weber asked if he could join Local 478, LoCicero and McHugh told him "no" because he did not live in Louisiana.

LoCicero recalled that he and McHugh told Weber that Local 478 had 10 or 12 sound mixers who were qualified and available and Local 478 could not grant permission to Weber to work on "Bad Lieutenant." LoCicero denied that they threatened to have Weber removed from the jurisdiction or that they threatened him with expulsion from the union.

15. Weber's employment offer is withdrawn

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After leaving the meeting, Weber telephoned Gesualdo and told her that things did not look promising and that the matter had actually gotten worse. Weber told Gesualdo that he and Moorman had decided that they were going to stay with the production and work on the film. He told her that he would deal with the union problems at some future date. Weber testified that it was at that point that Gesualdo told him that the production company had decided that they would bring in the California crew rather than employ Weber and Moorman. Weber testified that he had been very disappointed to learn that he would not be able to do the film. He explained that not only was it a lucrative job, but it was an incredible career opportunity for him to work with Werner Herzog.

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16. Rosenblatt's explanation for withdrawing the offer

Rosenblatt testified that even though the Employer initially hired Weber and Moorman, the Employer did not employ them to work on the movie as planned. Rosenblatt recalled that after selecting Weber and Moorman for the job, Local 478 informed the Employer that Weber and Moorman would not be permitted to work on the movie because Local 478 would not give them a permit to do so. Rosenblatt testified that he assumed that the "permit" was needed for Weber and Moorman to work in New Orleans. He further testified that he didn't know whether the permit was required by the Area Standards Agreement or the internal union dues. He assumed that it was a "jurisdictional thing." Rosenblatt recalled that after receiving the call, he and Gesualdo contacted Scott Harbinson with the International Union for clarification on the union's rules. During the conversation, Harbinson clarified that the Employer had the right to hire nationally rather than using anyone

locally. When Rosenblatt and Gesualdo telephoned Local 478, McHugh told them that Weber would not be able to work the show because the Local would not give him a permit. McHugh told them that Local 478 wanted the Employer to use local members. Rosenblatt testified that although the Employer gave Weber the opportunity to go back to Local 478 to try to resolve the matter, there was no resolution. Rosenblatt and Gesualdo then decided that they did not want to use local members and they hired from the national union.

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17. McHugh and LoCicero's account of the incidents

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In contrast to the testimony of McHugh, LoCicero testified that other than the meetand-greet meeting, there were two other discussions with the Employer about Weber. LoCicero recalled that about a week or two after he and McHugh met with Weber on the set of ILYPM, LoCicero and McHugh participated in a telephone conversation with Gesualdo. Both McHugh and LoCicero were on a speakerphone. During the conversation, Gesualdo told them that the Employer really wanted to have Weber do the job. LoCicero recalled that he and McHugh told her that Local 478 had about 10 or 12 very qualified sound mixers who were available and Local 478 could not grant him a permit letter. LoCicero denied that they told Gesualdo that she could not hire Weber. He also denied that they made any threats or implied that anything would happen if the Employer nevertheless hired him. LoCicero also acknowledged that approximately a week later, Rosenblatt telephoned Local 478's office and again spoke with McHugh and him on the speaker phone. Rosenblatt asked them if he were going to have to bring in a sound mixer from California. LoCicero recalled that they told him that if he wanted to bring in a mixer from California that was up to him, however, they wished he would consider one of Local 478's members. LoCicero denied that he made any threats to Rosenblatt or told him what would happen if he hired Weber. He testified that he did not tell Rosenblatt that he could not hire Weber.

LoCicero testified that had Weber worked on "Bad Lieutenant," Local 478 could have filed charges against him through his local union and it would have been up to his local to take action against him. LoCicero denied that he asked Local 477 to take any action against

Weber. He acknowledged, however, that when he spoke with Local 477's business agent, he asked the business agent to talk with Weber and explain the rules to him. LoCicero testified that he did not ask Local 477 to bring charges against Weber for working on ILYPM without permission.

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III. Legal Analysis and Conclusions

A. Whether Respondent violated Section 8 (b)(2) and (1)(a) of the Act

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Section 8(b)(2) of the Act provides that it is an unfair labor practice for labor organizations "to cause or attempt to cause an employer to discriminate against an employee in violation of subsection (a)(3) of the Act. The complaint alleges that Respondent requested that the Employer withdraw its offers of employment to Weber and Moorman and that through its conduct attempted to cause and caused the Employer to withdraw its offers of employment to Weber and Moorman. The General Counsel alleges that it doing so, Respondent violated Section 8 (b)(2) of the Act.

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Clearly, the Board has held that in the absence of an exclusive hiring hall arrangement, a union cannot seek the termination of employees who were not referred by the union or for union-related reasons and a union's pressure on the employer to do so is violative of the Act. *Kvaerner Songer, Inc.*, 343 NLRB 1343, 1346 (2004); *Sheet Metal Workers Local 16 (Parker Sheet Metal*), 275 NLRB 867 (1985).

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1. Respondent's affirmative conduct

Respondent argues that the Employer ultimately chose not to hire Weber and Moorman and that Local 478 had no legal authority or control over the Employer's decision not to hire them and took no inappropriate actions relative to the Employer's decision. The overall evidence, however, contradicts this argument. In *Carpenters Local 592 (Brunswick Corp.*), 135 NLRB 999, 1000 (1962), the employer was under no contractual requirement to hire union members or to seek referrals from a union. When the business agent for the respondent local communicated to the employer that an employee's work permit was defective and strictly against the union constitution, the employer discharged an employee. The Board found the union's statement to constitute an order or demand that the employer terminate the employee and violative of the Act.

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Citing the Board's decision in *Glaziers Local 513 (National Glass*), 299 NLRB 35 (1990), the Respondent argues that an inappropriate act on the part of the union is always involved in cases where the Board has found that a union committed an unfair labor practice against a union member that affects his employment. Pointing out that Local 478 is not a hiring hall, Respondent argues that it did not engage in any affirmative, inappropriate act that directly affected the employment of either Weber or Moorman, nor did it improperly manipulate union procedure in any other way.

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With respect to the issue of whether Respondent caused or attempted to cause the Employer to withdraw its offer of employment to Weber and Moorman, Respondent relies upon the testimony of McHugh and LoCicero. Their testimony is contradicted by the

testimony of Rosenblatt and Gesualdo. McHugh acknowledged that he made sure that the producers of "Bad Lieutenant" knew that he wanted them to hire one of the sound mixers on his roster. He asserts that when the producers told him that they were going to hire Weber for "Bad Lieutenant," he simply told them that he wished that they would hire his folks instead and that had been the end of it. McHugh further testified that the only contact he had with Rosenblatt and Gesualdo about Weber occurred during an initial "meet and greet" meeting in which general production matters were discussed. I do not find McHugh's testimony to be credible in light of the testimony of other witnesses. McHugh's testimony is contradicted by not only Rosenblatt and Gesualdo, but also by LoCicero. In contrast to McHugh's testimony, LoCicero acknowledged that there were two other conversations in which he and McHugh spoke with either or both Rosenblatt and Gesualdo. These discussions were by telephone and both McHugh and LoCicero were on a speakerphone for the calls.

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In further contrast to McHugh's testimony that there was only the one conversation during the meet-and-greet session, Gesualdo described two additional conversations that she had with McHugh concerning Weber. Gesualdo recalled that as she was interviewing members of Local 478 for the various crew positions, McHugh contacted her and inquired whether she had selected anyone for the sound mixer position. During the inquiry, McHugh asked Gesualdo if she were familiar with Weber. McHugh then asked that she consider members of Local 478, pointing out that Weber was not a member and also adding that there was a problem with Weber's paying his dues. Gesualdo specifically recalled that after she offered the job to Weber, she received a telephone call from McHugh telling her that she could not hire Weber because he had not paid his dues and because he did not have a permit. Rosenblatt also testified that once the job was offered to Weber, Local 478 contacted the Employer and stated that Weber and Moorman would not be permitted to work on the movie because Local 478 would not give them a permit to do so. Rosenblatt recalled that McHugh again repeated this during one of the telephone conversations. Although McHugh denied that he ever told the Employer that Weber owed money to Local 478, he acknowledged that he may have told the Employer that Local 478 would not issue Weber a work permit. LoCicero also confirmed that during one of the telephone conversations that he and McHugh had with the Employer, he and McHugh told the Employer that Local 478 would not give Weber a permit for the job.

Respondent asserts that during conversations with the Employer, neither LoCicero nor McHugh threatened the Employer, raised their voices, yelled or lost their tempers. Respondent is correct in that there is no evidence that specific threats were made to the Employer and all of the conversations were described by both the Employer and the Respondent as civil and non-confrontational. In similar circumstances, however, the Board has found that it is immaterial that no explicit threat or demand was voiced; finding that a union's actions and thinly veiled hints of the union's displeasure were sufficient to influence an employer not to employ an employee as planned. *Carpenters Local 2396 (Tri-State Ohbayashi*), 287 NLRB 760, 763 (1987). As the Court stated in *NLRB v. Jarka Corporation of Philadelphia*, 198 F.2d 618, 621 (1952), "This relationship of cause and effect, the essential feature of 8(b)(2), can exist as well where an inducing communication is in terms courteous or even precatory as where it is rude and demanding." See also *Local Union No. 441, IBEW*, 221 NLRB 214, 214 (1975), enfd. 562 F.2d 55 (9th Cir. 1977); *Yellow Freight Systems, Inc.* 197 NLRB 979, 981 (1872), enfd. 478 F.2d 703 (6th Cir. 1973). As the Board noted in *San*

Jose Stereotypers, (Dow Jones & Co.), 175 NLRB 1066 fn. 3 (1969), the statutory requirement of "cause and effect" is satisfied by an "efficacious request." Furthermore, the Board has found that direct evidence of an express demand by the union is not necessary where the evidence supports a reasonable inference of a union request. Avon Roofing & Sheet Metal, 312 NLRB 499, 499 (1993).

Rosenblatt credibly testified that when he telephoned Local 478, McHugh told him that he was not going to allow Weber to work on the movie and would not give him a permit. McHugh said that he wanted the Employer to use one of Local 478's members. When Rosenblatt was asked during the hearing why he did not use Weber for the movie, he responded that it was because Weber was not allowed to work under the contract. Gesualdo also testified that when McHugh telephoned her after her offer of employment to Weber, McHugh told her that the Employer could not hire Weber because he did not have a permit. Gesualdo also recalled that McHugh told her that he expected the Employer to hire Local 478 members for the movie. Overall, I found Gesualdo and Rosenblatt's testimony to be credible. The Employer was not a party to this proceeding and its representatives had no apparent vested interest in the outcome of the proceeding. Because the Employer could potentially work with Local 478 on future projects that might be scheduled in Louisiana and southern Mississippi, it would be incumbent upon the Employer to remain on good terms with Local 478. Thus, it is reasonable that Gesualdo and Rosenblatt would have had more incentive to testify in line with the testimony of McHugh and LoCicero. Thus, the credibility of their testimony is enhanced by their failure to do so.

2. The effect of the Employer misunderstanding

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Respondent argues that there is neither a union security clause in the Area Standards Contract nor any other provision requiring this Employer to hire union referrals. Respondent submits that under the terms of the Area Standards Agreement, the Employer had the right to hire whomever it so chose. Accordingly, Respondent argues that the Employer should be charged with knowledge of the applicable bargaining agreement which would allow the Employer to hire whomever it wants. Respondent asserts that the Employer should have known the terms of the Area Standards Contract and should have know that the Employer was under no contractual obligation to require the Employer to hire only local members or union referrals.

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Gesualdo acknowledged that she was not aware of the contract terms. She testified that she took McHugh's word for whether the Employer could hire Weber. She explained that he was the head of the union and he told her that the Employer couldn't hire Weber. Gesualdo recalled that McHugh told her that if the Employer wanted to hire someone outside Local 478, the individual would have to have a permit. She assumed that Weber had obtained a permit to work on ILYPM because he was working on the film. Gesualdo also testified that even though Harbinson told her that it appeared that she was in compliance with the contractual provision requiring good-faith consideration of local members, she did not hire Weber. She explained that after Harbinson's e-mail, McHugh told her: "Harbinson does not run the local; I run the local here, and you have to listen to me." Gesualdo testified that despite what Harbinson told her, she understood that the Employer was not allowed to hire Weber without the permit from Local 478.

In finding that a labor organization has unlawfully caused the termination of an employee, the employer's lack of understanding or misinterpretation has not been found to diminish the union's culpability. In Carpenters Local 742 (J. Simmons Co., Inc.), 157 NLRB 451, 453 (1966), enfd. 377 F.2d 929 (D.C. Cir. 1967), the union refused to renew an employee's work permit because the union believed that the employee was not complying with apprentice training requirements and the employer terminated the employee. The Board noted that even in the absence of an agreement between the union and the employer requiring the work permit as a condition of employment, the labor organization would have violated the Act by telling the employee that he could not work without a permit. The Board found that the union's statement to the employee in the presence of the employer was a clear indication to the employer to terminate the employee because of the lack of the work permit. The Board also observed that the employer was "not interested enough" to contact the union to obtain additional information from the union concerning the union's refusal to renew the permit. The Board further noted that the employer simply acted on the proposition that "whatever the reason, they had no alternative but to bring about the termination." Ibid at 454. Gesualdo's conclusion that she could not allow Weber to work on the film without the permit from Local 478 was not that different from the position taken by the employer in J. L. Simmons Co., Inc.

20 3. Conclusion

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The overall evidence establishes that Local 478, through the efforts of McHugh and LoCicero, attempted to prevent Weber's employment with the Employer. Despite the fact that no specific threats were made to the Employer, it is apparent that Respondent's overall course of conduct constituted an attempt to persuade the Employer not to hire Weber, and the attempt succeeded. I credit the testimony of Gesualdo who recalled that it was McHugh who first initiated the conversations about Weber and talked about Weber's negative standing with Local 478. Based upon statements made by McHugh and LoCicero, and the repeated requests to the Employer to hire Local 478 members rather than Weber, Respondent clearly communicated it's displeasure with the Employer's plan to hire Weber. LoCicero's own testimony reflects that after several conversations concerning the hire of Weber, Rosenblatt contacted Local 478 and asked if he were going to have to bring in a sound mixer from California. Clearly, Rosenblatt saw no alternative if Local 478 would not give Weber a permit to work the job. The very fact that Rosenblatt posed this question to Local 478 is indicative of the degree of "direct interference" exerted by Local 478. Carpenters Local 2396 (Tri-State Ohbayashi) at 761. Accordingly, I find that Respondent attempted to cause and caused the Employer to withdraw its offer of employment to Weber in violation of Section 8(b)(2) of the Act. Additionally, I note that for purposes of applying Section 8(b)(2), specific intent to cause discrimination against a specific individual does not need to be proven where the natural and foreseeable consequences of a party's action would be discriminatory to certain classes. Teamsters Local 17 (Universal Studios), 251 NLRB 1248, 1255 (1980). Accordingly, Respondent's actions as described above also interfered with Moorman's employment in violation of Section 8(b)(2) of the Act.

B. Whether Local 478 violated Section 8(b)(1)(a) of the Act

Section 8(b)(1)(a) of the Act makes it an unfair labor practice for a labor organization

to restrain or coerce employees in the exercise of Section 7 rights. The complaint alleges that Local 478 violated Section 8(b)(1)(a) of the Act by asking Weber and Moorman to refuse to work for the Employer, threatening Weber and Moorman with expulsion from the IATSE International, refusing to issue Weber and Moorman a work permit to work for the Employer, and advising Weber and Moorman that there was no way Local 478 would let Weber and Moorman work for the Employer. The complaint also alleges that Local 478 engaged in violations of 8(b)(1)(a) of the Act by advising Weber and Moorman that they would not work in Local 478's jurisdiction, denying Weber and Moorman membership in Local 478, and threatening Weber and Moorman with retaliatory legal action because they did not refuse to work for the Employer.

McHugh denies that he ever told Weber to do the right thing and not take the job with "Bad Lieutenant" and he denies that he ever asked Weber not to take the job. LoCicero denied that he ever threatened Weber or asked him to leave Louisiana. LoCicero further denied that he ever threatened Weber with expulsion from the union or threatened to have him removed from Local 478's jurisdiction. Although McHugh denied that he ever discussed potential legal action or threatened expulsion from the union with Weber and Moorman, he admitted that he discussed taking internal union action against Weber. McHugh recalls that he and LoCicero told Weber that by the constitution, Local 478 would notify Weber's business agent and ask that he be removed from Local 478's jurisdiction. Both McHugh and LoCicero acknowledged that they told Weber that they would not give him a permit to work on "Bad Lieutenant." McHugh also recalled that he told Weber that he could not join Local 478. McHugh testified that because Weber lived in Florida, he did not satisfy the residency requirement to join Local 478.

Respondent asserts that this case deals with internal union rules which all members are pledged to follow. Respondent asserts that each member of the union is free to resign from membership and avoid the imposition of the union rules. Respondent further asserts that the jurisdictional requirements imposed by Local 478 on Weber and Moorman were fair, reasonable, and the means by which all affiliate locals can enhance the job opportunities for their members. Respondent maintains that by telling Weber and Moorman that they could not have a permit to work on "Bad Lieutenant," Local 478 was simply addressing an internal union matter that is not prohibited by the Act.

The Board has found, however, that even though Section 7 of the Act may permit a union to prescribe rules with respect to acquisition and retention of membership, "a union's ability to enforce such rules in such a way that it affects a member's employment status is restricted." *Iron Workers Local 111 (Steel Builders)*, 274 NLRB 742, 745 (1985), enfd. in relevant part, 792 F.2d 241 (D.C. Cir. 1986).

The Board's analysis of a very early case is very helpful in analyzing the facts in the instant case. In *Carpenters Local 141* (*Stop and Shop, Inc.*), 143 NLRB 142 (1963), the Board found that a respondent union violated Section 8(b)(1)(a) of the Act by attempting to cause an employer to refuse to hire the charging parties who did not have permits to work in the local's jurisdiction. Similar to the circumstances of the present case, the union's constitution prohibited a member from going to work in the jurisdiction of another local without a permit from that local and the respondent union refused to issue work permits to the

charging parties. The judge found that the combination of the respondent union's failure to issue the work permits and the respondent's statement to the employer objecting to the hire of the charging parties constituted a violation of 8(b)(1)(a) and (2). The Board, however, disagreed with the judge's findings in part. While the Board agreed that the respondent union unlawfully attempted to cause the employer not to hire the charging parties, the Board disagreed that the respondent union did in fact cause the employer not to hire the individuals. The Board made this distinction, finding that the charging parties "had every intention of adhering to that constitutional requirement." The Board specifically noted "the decisional causative factor here is that neither would accept employment unless Respondent local first granted them work permits." Ibid at 143. Obviously, it is this factor that is absent in the facts of the instant case. Weber credibly testified that when he last spoke with Gesualdo, he told her that he and Moorman had decided that they wanted the jobs despite their differences with the union and they would take the jobs and try to work things out with the union at a later time. Thus, it was not their adherence to the internal union rules that prevented their obtaining the jobs, but the actions of Local 478 that prevented their obtaining these jobs.

Although the Board ultimately reached a different conclusion because of the charging parties' adherence to the internal union rules, the judge's analysis is especially insightful with respect to the situation in which the applicant employees are kept from employment despite their willingness to reject internal union rules. The judge noted "The difference between a lawful act and one proscribed by law is dependent upon whether the employee alone is given the opportunity to decide whether to work without a permit. If a union causes or attempts to cause an employer to deny employment, then it is pulling the rug from under the employee. In effect it is depriving him from making a free choice and forcing him to be a good union member in derogation of his rights." Ibid at 147. It appears that this same logic applies to the instant case. Despite the fact that Moorman and Weber were prepared to accept the results of their going against internal union rules, they were denied the opportunity to do so. Local 478 made that decision for them by exerting pressure on the Employer and ultimately causing the Employer to utilize the Los Angeles local rather than hiring Moorman and Weber.

Overall, there is no evidence to indicate that Local 478 was required to give Weber and Moorman a permit to work on "Bad Lieutenant" or to allow them to join Local 478. The evidence would further indicate that Local 478 had authority to request Local 477 to proceed against Weber and Moorman if they remained in Local 478's jurisdiction and worked on the film in question. Despite the authority given to Local 478 by its own internal union rules, the conduct of McHugh and LoCicero nevertheless violated Section 8(b)(1)(a) of the Act.

The credible evidence reflects that McHugh made the first contact with the Employer to determine if Weber were under consideration for the position. Thereafter, McHugh and LoCicero engaged in continuing telephone conversations with Employer in an effort to convince the Employer to hire one of the local sound mixers. It is undisputed that McHugh sent Weber an e-mail telling him that he needed a permit to take another job in Louisiana. McHugh and LoCicero met twice with Weber in which his taking the job with the Employer was discussed. LoCicero admits that he contacted Weber's Local in Florida to ask Local 477 to intervene and to speak with Weber. Additionally, McHugh forwarded the Employer's e-mail correspondence with the International about Weber on to Local 477. Despite all of these various contacts, conversations, and discussions with the Employer and with Weber about his

taking the job, McHugh and LoCicero nevertheless assert that they never asked Weber to refuse to take the job. Such an assertion is not plausible. The overall record indicates that Local 478 engaged in a "deliberate pattern of conduct" designed to force Weber and Moorman to reject the Employer's job offer and to allow the positions to be filled by local members of Local 478. Sachs Electric Company, 248 NLRB 669, 670 (1980). I find that Respondent violated the Act by asking Weber and Moorman to refuse to work for the Employer and by threatening them with expulsion from IATSE if they did not refuse to work for the Employer as is alleged in complaint paragraph 7(a) and (b). I further find that Respondent threatened Weber and Moorman with expulsion from IATSE if they worked on "The Bad Lieutenant" as alleged in complaint paragraph 8(c). I credit the testimony of both Weber and Moorman with respect to the allegations for which I find merit. I found Weber and Moorman's testimony concerning the conversations with the union representatives on June 25, 2008, and July 1, 2008 to be credible with respect to the allegations contained in 7(a) and (b) and 8(c) of the complaint.

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Complaint paragraph 7(c) alleges that LoCicero and McHugh refused to issue Moorman and Weber a work permit to work for the Employer and complaint paragraph 8(b) alleges that McHugh and LoCicero denied Moorman and Weber membership in the Local. There is no dispute that Local 478 denied Weber and Moorman's request to join the local or to obtain the work permit. There is, however, no evidence that Local 478 was required to do so. Respondent had the authority to limit local membership to individuals who resided within the jurisdiction of the local. Furthermore, Respondent was not obligated to issue a permit to Weber or Moorman upon request. Accordingly, I have not found merit to the allegations contained in complaint paragraphs 7(c) and 8(b).

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Additionally, I have not found merit to the allegations contained in complaint paragraphs 7(d) and 8(a) and (d). Complaint paragraph 7(d) alleges that McHugh and LoCicero advised Weber and Moorman that "there was no way they would let them work for the Employer and complaint paragraph 8(a) alleges that McHugh and LoCicero advised Weber and Moorman that they would not work in Respondent's jurisdiction. Complaint paragraph 8(d) alleges that McHugh and LoCicero threatened Weber and Moorman with retaliatory legal action because they did not refuse to work for the Employer. Because the record testimony does not correlate to these specific allegations, I find no merit to complaint paragraph 7(d), 8(a) or 8 (d). Nevertheless, as evidenced by the conduct alleged in complaint paragraphs 7(a) and (b) and 8 (c), as well as the Respondent's attempt to cause, and Respondent's causing, the Employer to withdraw the job offers to Moorman and Weber, I find that Respondent restrained and coerced Weber and Moorman in violation of their Section 7 rights. Glaziers Local 513 (National Glass), 299 NLRB 35, 43 (1990).

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Conclusions of Law

- 1. By asking employees to refuse to work for the Employer, Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(1)(a) of the Act.
- 45 2. By threatening employees with expulsion from IATSE if they did not refuse to work for the Employer, Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(1)(a) of the Act.

- 3. By requesting the Employer to withdraw its offers of employment to Mark Weber and Eric Moorman, Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(2) and (1)(a) of the Act.
- 4. By attempting to cause, and by causing, the Employer to withdraw its offers of employment to Mark Weber and Eric Moorman, Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(2) and (1)(a) of the Act.

10 Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

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The Respondent having violated Section 8(b)(2) and (1)(a) of the Act, it must make whole Mark Weber and Eric Moorman for any loss of earnings that they may have suffered as a result of the discrimination against them with interest compounded thereon in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest, as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:³

25 ORDER

The Respondent, International Alliance of Theatrical Stage Employees, Local 478, New Orleans, Louisiana, its officers, agents, successors, and assigns, shall:

- 1. Cease and desist from:
- (a) Asking employees to refuse to work for an Employer because they are not members of Local 478.
- 35 (b) Threatening employees with expulsion from the union if they do not refuse to work for an employer.
 - (c) Requesting an employer to withdraw its offers of employment to employees because they are not members of Local 478.
 - (d) Attempting to cause and/or causing an employer to withdraw its offer of employment to employees in violation of Section 8(b)(2) of the Act.

If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
(a) Make whole Mark Weber and Eric Moorman for any loss of earnings they may have suffered because of the discrimination against them in the manner set forth in the section of this decision entitled "The Remedy."

Orleans, Louisiana facility copies of the attached notice marked as "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

20 (c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., February 9, 2010

Margaret G. Brakebusch Administrative Law Judge

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4 If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO MEMBERS

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Posted by Order of the National Labor Relations Board An Agency of the United States Government

The National Labor Relations Board had found that we violated Federal labor law and has ordered us to post and obey this notice.

WE WILL NOT ask you to refuse to work for an employer in violation of Section 8(b)(1)(a) of the Act.

WE WILL NOT threaten you with expulsion from the union because you do not refuse to work for an employer.

WE WILL NOT request an employer to withdraw its offer of employment to employees because they are not members of Local 478.

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- **WE WILL NOT** attempt to cause or cause an employer to withdraw its offers of employment to employees because they are not members of Local 478.
- WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.
 - **WE WILL** make whole Mark Weber and Eric Moorman for any loss of earnings that they may have suffered as a result of the discrimination against them.

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INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, LOCAL

Dated By (Representative) (Title)

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The National Labor Relations Board is an independent Federal Agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

600 South Maestri Place, Seventh Floor, New Orleans, LA 70130-3413 (504) 589-6361, Hours: 9:00 a.m. to 5:30 p.m.

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5	THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
10	THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER. (504) 589-6389.
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